

AGREEMENT ON THE EXCHANGE OF INFORMATION
IN THE FIELD OF
GAS-COOLED REACTOR GRAPHITE TECHNOLOGY
BETWEEN
THE UNITED STATES DEPARTMENT OF ENERGY
AND
THE UNITED KINGDOM ATOMIC ENERGY AUTHORITY
AND
THE CENTRAL ELECTRICITY GENERATING BOARD OF THE UNITED KINGDOM

WHEREAS

The United States Department of Energy of the one part, and the United Kingdom Atomic Energy Authority and the Central Electricity Generating Board of the other part, hereinafter collectively referred to as "the Parties", are supportive of international cooperation;

The Parties have been carrying out research and development work in the field of gas-cooled reactor graphite technology;

The Parties believe that an exchange of Information on gas-cooled reactor graphite technology would be of significant benefit to both Parties;

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE 1 - OBJECTIVE

The objective of cooperation under this Agreement is to establish, for the mutual benefit of the Parties, a reciprocal, balanced Information exchange and collaboration on gas-cooled reactor graphite technology.

For the purposes of this Agreement, "Information" is defined as scientific or technical data, results or methods of research and development relating to these areas set out in the Appendix.

ARTICLE 2 - AREAS OF COOPERATION

The areas of cooperation are listed in the Appendix to this Agreement and may be modified by written amendment to this Agreement. It is agreed that although there should be an overall balance in the exchange of Information as stated in Article 1, it is not necessary to achieve a balance in each of the areas of cooperation specified in the Appendix. Also, it is recognized that since neither Party has a long-term guarantee of funding in this area, while both Parties will use their best endeavors to carry out all the activities specified in this Agreement including mutual exchanges, neither Party can be held contractually to carry out any particular activity relating to this exchange.

ARTICLE 3 - SCOPE OF ACTIVITIES

Cooperation in accordance with this Agreement may include, but is not limited to, the following forms:

1. Exchange of Information.
2. Exchange of small-scale unirradiated material samples and specimens.
3. Short visits by specialist teams or individuals to the appropriate establishments of the other Party.
4. Short term assignments of staff from one Party to the other may be arranged, and each such assignment shall be the subject of a separate subsidiary written agreement.
5. Exchanges of instruments, components, and equipment for testing, and each such exchange shall be the subject of a separate subsidiary written agreement.

Other specific forms of cooperation may be agreed by the Parties in writing as an amendment to and included in this Agreement.

ARTICLE 4 - INFORMATION

1. The Parties support the widest possible dissemination of Information, subject to the need to protect Proprietary Information exchanged hereunder and to the provisions of Article 6.

2. The term "Proprietary Information" refers to Information developed outside this Agreement which contains trade secrets or commercial or financial Information which is privileged or confidential, and may only include Information which:

- 1) has been held in confidence by its owner;
- 2) is of a type which is customarily held in confidence by its owner;
- 3) has not been transmitted by the transmitting Party to other entities, including the receiving Party, except on the basis that it be held in confidence; or
- 4) is not otherwise available to the receiving Party from another source without restriction on its further dissemination.

However, the Parties agree that Information arising from joint activities conducted under this Agreement shall be designated Proprietary if the Parties mutually agree that it discloses Proprietary Information that has been developed outside the scope of this Agreement.

3. Procedures for the transmittal and controlled dissemination of Proprietary Information are identified as follows:

- A. A Party receiving Proprietary Information pursuant to this Agreement shall respect the privileged nature thereof. Any document which contains Proprietary Information shall be clearly marked by the Party transmitting the document with the following restrictive legend:

"This document contains Proprietary Information furnished in confidence under an Agreement dated _____ between the United States Department of Energy (as one Party), and the United Kingdom Atomic Energy Authority and the Central Electricity Generating Board (acting together as one Party), and shall not be disseminated outside these organizations, the bodies and contractors listed in the Agreement, and the concerned departments and agencies of Governments of the United States and United Kingdom without prior approval of _____."

This notice shall be marked on any reproduction hereof, in whole or in part. These limitations shall automatically terminate when this Information is disclosed by the owner without restriction."

- B. Proprietary Information received in confidence under this Agreement may be disseminated by the receiving Party to:

- 1) persons within or employed by the receiving Party, and concerned Government departments and Government agencies in the country of the receiving Party;
- 2) persons employed by the organizations listed immediately below, provided that the Proprietary Information so disseminated shall

be subject to an agreement on confidentiality and shall be marked with a restrictive legend substantially identical to that appearing in paragraph 3.A above:

In the USA: Oak Ridge National Laboratory (ORNL)
General Atomics (GA)
Gas-Cooled Reactor Associates (GCRA)
Electric Power Research Institute (EPRI)
Combustion Engineering (CE)
Bechtel Corporation (BNI)

In the UK: South of Scotland Electricity Board (SSEB)
National Nuclear Corporation (NNC)

and such organizations in the countries of the Parties as may be agreed by the Parties in writing.

- C. With the prior written consent of the Party providing Proprietary Information under this Agreement, the receiving Party may disseminate such Proprietary Information more widely than otherwise permitted in the foregoing paragraph. The Parties shall cooperate with each other in developing procedures for requesting and obtaining prior written consent for such wider dissemination, and each Party shall grant such approval to the extent permitted by its national policies, regulations, and laws.
 - D. Each Party shall exercise its best efforts to ensure that Proprietary Information received by it under this Agreement shall be controlled as provided herein. If one of the Parties becomes aware that it will be, or may reasonably be expected to become, unable to meet the non-dissemination provisions of this Article, it shall immediately inform the other Party. The Parties shall thereafter consult to define an appropriate course of action.
- 4. Information arising from seminars and other meetings arranged under this Agreement shall be treated by the Parties according to the principles specified in this Article; provided, however, no Proprietary Information orally communicated shall be subject to the limited disclosure requirements of this Agreement unless the individual communicating such Information places the recipient on notice as to the proprietary character of the Information communicated.
 - 5. Nothing contained in this Agreement shall preclude the use or dissemination of Information received by a Party from sources outside this Agreement.
 - 6. The provisions on non-dissemination of Proprietary Information given in this Article shall continue notwithstanding the termination of this Agreement howsoever caused or any extension thereof, for a period of five (5) years from its termination or expiration.

ARTICLE 5 - LIABILITY

Information transmitted by one Party to the other Party under this Agreement shall be accurate to the best knowledge and belief of the transmitting Party, but the transmitting Party does not warrant the suitability of the Information transmitted for any particular use or application by the receiving Party or by any third Party. Information developed jointly by the Parties shall be accurate to the best knowledge and belief of both Parties. Neither Party warrants the accuracy of any Information developed jointly or its suitability for any particular use or application by either Party or by any third Party.

ARTICLE 6 - PATENTS

1. With respect to any invention or discovery made or conceived in the course of or under this Agreement: if made or conceived by a Party or its contractors as a direct result of employing Information which has been communicated to it under this Agreement by the other Party or its contractors or communicated during seminars or other joint meetings, the Party making the invention shall acquire all right, title and interest in and to such invention or discovery in all countries, subject to the grant to the other Party, its Government, and its nationals designated by it, of a non-exclusive, irrevocable, royalty-free license in and to any such invention or discovery and any patent application, patent, or other protection relating thereto, in all countries.
2. Each Party shall take all necessary steps to provide the cooperation from its inventors required to carry out the provisions of this Article. Each Party shall assume the responsibility to pay awards or compensation required to be paid to its employees according to the laws of its country.

ARTICLE 7 - COPYRIGHT

Copyrights of the Parties shall be accorded treatment consistent with internationally recognized standards of protection. As to the copyrights on materials exchanged or developed under this Agreement and owned or controlled by a Party, that Party shall grant to the other Party a royalty-free license to produce copyrighted materials for the purposes of this Agreement only.

ARTICLE 8 - MANAGEMENT

A coordinator shall be designated by each Party, who shall develop and control the implementing of cooperation under this Agreement, in particular the effective exchange of Information. When necessary and appropriate, the coordinators shall organize joint working sessions at which achievements, problems, effectiveness, and future programs will be discussed with the objective of improving the cooperation. These working sessions will normally be held alternately in the United States and the United Kingdom.

Other visits may be requested by either Party in addition to these working sessions. Each Party shall notify the other immediately on a change of coordinator.

ARTICLE 9 - FINANCE

1. Except when otherwise specifically agreed at the time, all costs resulting from cooperation under this Agreement shall be borne by the Party that incurs them.
2. It is understood that the ability of the Parties to carry out their obligations under this Agreement is subject to available funding or to the availability of appropriated funds.

ARTICLE 10 - LAWS AND DISPUTES

1. Cooperation under this Agreement shall be in accordance with and subject to the national policies, regulations and laws that apply to the Parties.
2. All questions regarding the interpretation of this Agreement arising during its term shall be settled by the Parties by mutual agreement.

ARTICLE 11 - DURATION OF THE AGREEMENT

1. This Agreement shall enter into force upon the last date of signature and, subject to paragraph 3 below, shall continue for a period of ten (10) years.
2. This Agreement may be extended, subject to written agreement by the three Signatories.
3. A Signatory may terminate its participation in this Agreement at any time at the discretion of that Signatory upon six (6) months' advance notification in writing. Such termination shall be without prejudice to the rights of the Parties to use Information received under this Agreement.

Done in triplicate.

For the United States
Department of Energy

Jerry D. Griffith
(Signature)

Jerry D. Griffith
(Name)
Associate Deputy Assistant
Secretary for Reactor Systems
Development and Technology
(Title)

8-15-88
(Date)

For the United Kingdom
Atomic Energy Authority

John R Askew
(Signature)

John R Askew
(Name)
Authority Programme Director
Gas-cooled Reactors
(Title)

23 August 1988
(Date)

For the Central Electricity
Generating Board

E.W. Carpenter
(Signature)

E.W. Carpenter
(Name)
Research Director, Nuclear Plant
(Title)

26 Aug 88
(Date)

APPENDIX

Areas of Cooperation

The cooperation under this Agreement may include the following areas:

1. Graphite creep data.
2. Graphite fracture models and data.
3. Graphite strength data.
4. Graphite probabilistic risk assessment methodology.
5. Such other areas of graphite technology as may be agreed by the Parties in writing.